

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

EVANGELINA FORSBERG)	
)	
)	
Plaintiff,)	
)	CIVIL ACTION
vs.)	FILE NO. 1:07-cv-3116-CC
)	
JAMES PEFANIS,)	
AME FINANCIAL CORPORATION;)	
GEORGIA MUTUAL)	
MORTGAGE CORPORATION; and)	
LENDX FINANCIAL, LLC)	
)	
Defendants.)	

CONSENT ORDER

On February 28, 2017, this Court entered an Order [Dkt. No. 517] granting Plaintiff's Second Motion for Contempt Sanctions and Other Relief against Ron Eckland ("Eckland"), and directing that he immediately tender to Plaintiff a cash amount of \$318,996.

By Orders dated June 12 and 19, 2019, this Court entered an Order [Dkt. Nos. 551 and 558] incarcerating Eckland for contempt of this Court's February 28, 2017 Order.

On July 5, 2019, this Court entered an Order [Dkt. No. 565] granting Eckland's Motion for Immediate Release after he filed a Petition for Bankruptcy in the United States Bankruptcy Court for the Northern District of Georgia.

The Court has now been apprised that, pursuant to agreement between Plaintiff and Eckland, the Bankruptcy Petition being filed by Ron Eckland is being voluntarily dismissed, and Plaintiff and Eckland have agreed to the entry of this Consent Order to resolve the outstanding Contempt Orders against Eckland, including the Orders found at Dkt. Nos. 517, 551 and 558, and any and all issues existing between the parties.

Accordingly, the Court hereby ORDERS as follows:

1. By no later than May 1, 2020, Eckland will offer for sale the property located at 4205 Fairfax Road, Cumming, GA (the "Fairfax Property") and make all efforts to sell that property for the highest and best offer within one hundred twenty (120) days thereafter.
2. Eckland shall direct that all sale proceeds on the Fairfax Property (i.e., the amount received after bona fide costs-of-sale and satisfaction of the currently outstanding mortgage on the property) be remitted directly to Plaintiff through a check made payable to the Munger & Stone, LLP Trust Account.
3. In the event that Eckland receives a bona fide offer for the Fairfax Property that would provide him sale proceeds (after costs-of-sale and satisfaction

of the currently outstanding mortgage) that equals or exceeds \$150,000, Eckland agrees to accept that offer. Eckland may not accept any offer that provides him sale proceeds on the Fairfax Property of less than \$75,000 without Plaintiff's consent.

4. Eckland represents that the only encumbrance currently on the Fairfax Property is the encumbrance identified in Schedule D to Eckland's Statement of Financial Affairs filed in his Bankruptcy Proceeding on August 27, 2019 (i.e., a mortgage in favor of Federal Home Loan Mortgage Corporation in the current amount of \$143,392.18). Eckland agrees that he will not further encumber the Fairfax Property.

5. Eckland represents that, to the extent he does not currently have legal and equitable title to the Fairfax Property, he can and will obtain, full legal and equitable title to the Fairfax Property to allow him to lawfully convey the property.

6. Beginning on January 15, 2020, and continuing on the fifteenth (15th) day of each month thereafter, Eckland shall remit to Plaintiff the gross amount of \$1,000 by check payable to the Munger & Stone, LLP Trust Account. Such monthly payments shall continue until the amount that Plaintiff has received, by virtue of the proceeds from the Fairfax Property and the payments referenced in this Paragraph, equal \$175,000.

7. This Order may be enforced by the Contempt Power of the Court and is binding on Eckland and any person acting in concert with Eckland.

SO ORDERED this 10th day of January, 2020.

s/ CLARENCE COOPER

CLARENCE COOPER

SENIOR UNITED STATES DISTRICT JUDGE